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TRANSCRIPT OF RECORD

Supreme Court of the United States

OCTOBER TERM, 1937

No. 256

STATE OF INDIANA EX REL. DOROTHY ANDERSON, PETITIONER,

vs.

HARRY BRAND, TRUSTEE OF CHESTER SCHOOL TOWNSHIP OF WABASH COUNTY, INDIANA

ON WRIT OF CERTIORARI TO THE SUPREME COURT OF THE STATE OF INDIANA

PETITION FOR CERTIORARI FILED JULY 27, 1937.

CERTIORARI GRANTED NOVEMBER 15, 1937.

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ON PETITION FOR A WRIT OF CERTIORARI TO THE SUPREME COURT OF THE STATE OF INDIANA

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[fol. 1] [Caption omitted]

[fol. 2] STATE OF INDIANA,
County of Wabash, ss:

IN THE WABASH CIRCUIT COURT

APRIL TERM, 1934

[fol. 3] STATE OF INDIANA ON THE RELATION OF DOROTHY ANDERSON

vs.

WALTER E. BOYER, Trustee of Chester School Township of Wabash County, State of Indiana

COMPLAINT—Filed April 16, 1934

The relatrix herein, Dorothy Anderson, complains of said defendant, Walter E. Boyer, Trustee of Chester School Township of Wabash County, State of Indiana, and for cause of complaint alleges:

That plaintiff's relatrix has a teacher's license to teach primary grades in the schools of the State of Indiana, issued to her by the duly contstituted authorities of the State of Indiana, which license is a life license and which was issued on the 15th day of August, 1932.

That in September, 1924, under a contract with Chester School Township of Wabash County, Indiana, this relatrix began to teach primary grades in the school maintained at Servia, Indiana, by said Chester Township of Wabash County, Indiana. That under successive contracts thereafter plaintiff's relatrix taught in the schools of said Chester School Township of Wabash County, State of Indiana, until the year of 1932-1933 continuously and taught more than five years prior to the said school year of 1932-1933. That the contracts for the school year of 1931-1932 and 1932-1933 contained the clause as follows, to-wit:

[fol. 4)] "It is further agreed by the contracting parties that all of the provisions of the Teachers' Tenure Law, approved March 8, 1927, shall be in full force and effect in this contract."

That on the 27th day of July, 1933, said defendant, Walter E. Boyer, was the duly appointed, qualified and acting trustee of Chester School Township of Wabash County, State of Indiana, and on said date notified this relatrix that the matter of the cancellation of her teacher's indefinite contract would be considered as provided by law. That thereafter on the 29th day of July, 1933, this relatrix demanded from said defendant a statement in writing of the reasons for the proposed cancellation of her teacher's contract, and on the 2nd day of August, 1933, said defendant notified her in writing that the reasons for the proposed cancellation of her teacher's contract were as follows: (1) Neglect of duty; (2) Failure to comply with the provisions of law which would entitle her to be classed as a permanent teacher; (3) Present economic conditions demand that her position be given to one who does not have other means of livelihood; (4) Other good and just causes.

That on the 25th day of August, 1933, at two P. M. at the office of said defendant, a hearing was had on said proposed cancellation of this relatrix' indefinite contract. That the only reasons assigned in said hearing by said defendand for the cancellation of the indefinite contract of this relatrix were: (1) That she was a married woman, and (2) That she had violated the rules of the defendant with regard to attendance for duty at eight o'clock A. M. at the school where she was teaching. That there was no rule of that kind and that this relatrix had at all times arrived at the [fol. 5] said school ready for duty before the school convened at eight-thirty A. M. and had at times arrived at said school prior to eight o'clock and sometimes shortly after eight o'clock and had never been notified by said defendant, or by any other person or persons, to be in attendance at said school at eight o'clock in the morning and that the said charge of neglect of duty was founded solely upon the charge that she had not at all times been in the school building where she was teaching and ready for duty at eight o'clock in the morning, one half hour before school convened.

That this relatrix had at numerous times inquired of said defendant, prior to the making of said charge, whether or not there was any complaint or criticism of her work as teacher and that in January, 1933, said defendant told her that she should be at said school for duty at approximately eight o'clock in the morning and that thereafter she com-

plied with said request and received a success grade from the Superintendent of Schools of Wabash County, State of Indiana, for the school year of 1932-1933 of 95%.

That after said hearing on the 25th day of August, 1933, said defendant attempted to cancel the indefinite contract of this relatrix and on the 30th day of August, 1933, wrote to her and stated that he had suspended this relatrix from her duties as a teacher in the schools of Chester Township pending a decision on the cancellation of her contract.

That thereafter, on the 1st day of September, 1933, this relatrix prayed and appeal from the said defendant's decision to Neil M. Good, County Superintendent of Schools [fol. 6] of Wabash County, State of Indiana, and that on the 7th day of September, 1933, was notified by the said Neil M. Good to appear on the 7th day of September, 1933, at four O'clock P. M. for a hearing relative to the cancellation of her indefinite contract. That on the same date the said Neil M. Good as such superintendent notified this relatrix in writing that her indefinite contract had been cancelled for the following reasons: (1) Neglect of duty; (2) That since she was a married lady and had other means of support, he felt that her contract should be cancelled under the part of the statute which reads as follows: "For other good and just cause."

That thereafter this relatrix was permitted to teach in said schools for the year of 1933-1934 under no contract except the indefinite contract which she had theretofore had which entitled her to be a permanent teacher of the schools of said Chester School Township.

That said defendant has stated that he will not reinstate this relatrix as a permanent teacher in the schools of said Chester School Township and that her employment would end at the end of the school year of 1933-1934, which school year ends in April, 1934.

That in truth and in fact there was no reason of any kind or character for canceling the indefinite contract of this relatrix except the reason that she was a married woman and because of political reasons. That there are several teachers teaching at this time in said Chester school Township who are not permanent teachers under the Teachers' Tenure Law. That under the laws of the State of Indiana plaintiff's relatrix is entitled to employment as a permanent [fol. 7] teacher in the schools of Chester School Township of Wabash County, State of Indiana.